



R. J. Reynolds Tobacco Co.

To: TOM MYSLYNSKI Fax No. 716-635-5304

From: BRUCE COOK Phone No. 315-463-1972

No. of Pages _____ Date 9/23/94
(Including cover)

Message FOLLOWING ARE COPIES OF CONTRACTS THAT
YOU REQUESTED.

Signature Bruce

51860 2686

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR. However, R. J. Reynolds Tobacco Company may withhold payment from the retailer if the retailer fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to the retailer for any taxable year covered by this agreement. In case of an individual proprietorship, this sufficient correct information is his individual name and either his social security number or employer identification number for his sole proprietorship. In addition to the retailer's individual name, he may also provide his business name for the sole proprietorship, provided his individual name is listed before the business name. He may not furnish only the business name. With respect to partnerships, estates, trusts and similar entities, this information is the entity's or retailer's employer identification number as it appears on the partnership's Form 8501 (I.R.S. Form number). As soon as the applicable information is provided to and processed by R. J. Reynolds Tobacco Company, it will release any such withheld payments to the retailer. This portion of the provision does not apply if the retailer is a corporation.

This offer is extended pursuant to RJR's general display plan. In the judgment of the Company, it is available on proportionately equal terms to all competing retailers. Retailers selling cigarettes primarily by the package should contact RJR for alternative package display programs.

The undersigned retailer hereby affirms the understanding that only RJR approved self-service carton merchandisers apply pursuant to the terms and conditions of RJR's carton shelf plan and also affirms retailer's agreement that:

PAYMENT CALCULATION:
$$\begin{array}{rclclcl} \text{Volume Category} & \text{Total Rows} & \times & \text{Row Rate} & = & \text{Monthly Payment} \\ \underline{D} & \underline{2592} & & \underline{2.50} & & \underline{6480} \\ \underline{C} & \underline{944} & & \underline{2.10} & & \underline{1982.40} \end{array}$$

We/I understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in this contract or to utilize in any way merchandiser(s) furnished by RJR.

If you wish to accept this offer, please sign and date and return the original to your RJR Representative.

Is your organization a corporation, government agency, or tax exempt? ☐ YES ☐ NO
If no, enter your name as shown on your Social Security Card and either your SSN or TIN number in the applicable space provided below:

Individual Name: _____
Individual Proprietorship: _____ or Partnership: _____
(Social Security Number) (Employer ID Number)

re Name (Please Print) Top's Market Inc RJR Account No. _____
Street Address 60 Dingalls St RJR Territory No. _____
City BURKATON State NY Zip Code 11726
Call Classification _____ Branch (If Chain) _____

LIST PLAN(S) SELECTED

Type	Plan	Number of Qualifying Stores	Total Quarterly Dollar Amount
SS1	<u>D</u>	<u>29</u>	\$ <u>19440.00</u>
SS1	<u>C</u>	<u>11</u>	\$ <u>5947.20</u>
SS1	—	—	\$ —
TOTAL			\$ <u>25387.20</u>

11/1/93 Date Contract Signed
1/1/94 Contract Effective Date
Retailer's Signature John P. ...
Title: Dir. Trade Relations
R. J. REYNOLDS TOBACCO COMPANY
By: B. G. Cook

FUNCTION	CONTRACT TYPE	PLAN	UNITS	EFFECTIVE
A = ADD E = END D = DELETE C = CHANGE				

R. J. REYNOLDS TOBACCO COMPANY
SELF-SERVICE 1 CARTON SHELF PLAN CONTRACT FOR
R.J. REYNOLDS TOBACCO COMPANY'S 6-SHELF, 7-SHELF and GONDOLA MERCHANDISERS

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following shelf plans effective January 1, 1994, for all retail stores displaying cigarette cartons self-service, using merchandiser(s) approved by the RJR Representative. These shelf plans are available to all retailers operating stores which sell cigarettes primarily by the carton.

MONTHLY PAYMENT PER STORE

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three-month period.

General Space Requirements:

1. Top two shelves on merchandiser(s).
2. Lower shelf(s) in a contiguous manner as approved by an RJR Representative.

Monthly Payment Calculation Grid			
VOL CAT.	CIGT. VOLUME	PER ROW PAYMENTS	RJR MAXIMUM PAID ROWS
B	225-299	\$0.50 Per Row	66 RJR Rows
C	300-499	\$2.10 Per Row	100 RJR Rows
D	500+	\$2.50 Per Row	120 RJR Rows

RJR SPACE and ROW REQUIREMENTS BY MERCHANDISER TYPE:

• **6 Shelf Merchandiser(s)**

- In operating areas where RJR share of market is 30% or more, RJR's minimum space is the top two (2) shelves exclusively.
- In operating areas where RJR share of market is less than 30%, RJR's minimum percentage of rows required is not less than RJR's share of market for the operating areas. In no instance will RJR's rows be less than 25% of the total rows available.

• **7 Shelf Merchandiser(s)**

- In all operating areas, RJR's minimum space is the top two (2) shelves exclusively on all 7-shelf carton merchandiser(s) supplied by RJR.

GENERAL REQUIREMENTS:

- Distribution of all RJR brands in all price tiers as required.
- Row definitions for RJR merchandisers and retailer shelves:
 - 2-1/2' shelf = 8 rows
 - 3' shelf = 9 rows
 - 4' shelf = 12 rows
 - All other retailer shelves compute 3 rows per horizontal linear foot.
- All RJR rows must be in a forward facing position and occupy the entire depth of the shelf(s).
- All designated RJR top shelf rows must be stocked no less than seven cartons high. Additional designated RJR lower rows must be stocked no less than five cartons high.
- On all RJR approved merchandiser(s), the maximum height from the floor to the top carton on the merchandiser(s) is 80".
- RJR reserves the right to plan-o-gram, adjust and divide its allocated space as deemed necessary by the RJR Representative.
- Qualifying merchandiser(s) must have a minimum of four shelves and a maximum of seven shelves. Merchandiser(s) supplied by RJR may not be altered or modified in any way to change the configuration (capacity, height, width or depth), except by an authorized RJR Representative.
- The plan selected and capacity allocated for the display of RJR's products must not at any time be reduced from that capacity originally agreed upon at the time of contract signing.
- Retailer agrees to provide RJR accurate and current velocity information, to include RJR volume per week, and total industry volume per week.
- Retailer will provide RJR equal opportunity with its competitors, to place temporary displays and temporary price/promotion signage as requested by an RJR Representative.
- Retailer will not permit non-RJR advertising, promotional, or informational material, including that relating to the retailer's own products, to be appended to the merchandiser(s) and/or security equipment. RJR shall have exclusive rights to the advertising space above the merchandiser(s) and retailer shelves, although retailer may alternatively use said space for non-tobacco advertising.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.
- Retailer agrees to maintain an adequate supply of RJR brands on display at all times.
- Only one plan may be selected by any retail store.
- Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

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R. J. Reynolds Tobacco Company will make payments by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR. However, R. J. Reynolds Tobacco Company may withhold payment from the retailer if the retailer fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to the retailer for any taxable year covered by this agreement. In the case of an individual proprietorship, this sufficient correct information is his individual name and either his social security number or employer identification number for his sole proprietorship. In addition to the retailer's individual name, he may also provide his business name for the sole proprietorship, provided his individual name is listed before the business name. He may not furnish only the business name. With respect to partnerships, estates, trusts and similar entities, this information is the entity's or retailer's employer identification number as it appears on the partnership's Form 8501 (I.R.S. Form number). As soon as the applicable information is provided to and processed by R. J. Reynolds Tobacco Company, it will release any such withheld payments to the retailer. This portion of the provision does not apply if the retailer is a corporation.

This offer is extended pursuant to RJR's general display plan. In the judgment of the Company, it is made available on proportionately equal terms to all competing retailers. Retailers selling cigarettes primarily by the package should contact RJR for alternative package display programs.

The undersigned retailer hereby affirms the understanding that only RJR approved non-self-service carton merchandisers apply pursuant to the terms and conditions of RJR's carton shelf plan and also affirms retailer's agreement that:

PAYMENT CALCULATION: 0 x \$ 0 = \$ 0
Volume Category Total Rows Row Rate Monthly Payment

We/I understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in the contract or to utilize in any way merchandiser(s) furnished by RJR.
 If you wish to accept this offer, please sign and date and return the original to your RJR Representative.

Is your organization a corporation, government agency, or tax exempt? ☐ YES ☐ NO

If no, enter your name as shown on your Social Security Card and either your SSN or TIN number in the applicable space provided below:

Individual Name: _____
 Individual Proprietorship: _____ or Partnership: _____
(Social Security Number) (Employer ID Number)

Store Name (Please Print) TOPS MARKETS INC RJR Account No. _____
 Street Address 60 Dirgers St RJR Territory No. _____
 City BUFFALO State NY Zip Code 14206
 Call Classification _____ Branch (If Chain) _____

LIST PLAN(S) SELECTED

Type	Plan	Number of Qualifying Stores	Total Quarterly Dollar Amount
NSS1	<u>D</u>	<u>1</u>	\$ <u>144.-</u>
NSS1	<u>C</u>	<u>3</u>	\$ <u>297.-</u>
NSS1	_____	_____	\$ _____
TOTAL			\$ <u>441.-</u>

11/1/93
 Date Contract Signed
1/1/94
 Contract Effective Date

Retailer's Signature John ...

Title: _____

R. J. REYNOLDS TOBACCO COMPANY

By: B.A. Cook

FUNCTION	CONTRACT TYPE	PLAN	UNITS	EFFECTIVE
A = ADD				
E = END				
D = DELETE				
C = CHANGE				

**R. J. REYNOLDS TOBACCO COMPANY
NON-SELF-SERVICE CARTON SHELF PLAN
NSS-1**

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following Carton Shelf Plan, effective January 1, 1994, for all retail stores displaying cigarette cartons on non-self-service shelving approved by an RJR Representative. This shelf plan is a c to all retailers operating stores which sell cigarettes primarily by the carton.

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three-month period.

MONTHLY PAYMENT CALCULATION GRID

VOLUME CATEGORY	CIGARETTE VOLUME	PAYMENT PER ROW PER MONTH	RJR MINIMUM PAID ROWS	RJR MAXIMUM PAID ROWS
C	225-499	\$.50 per row	40 RJR rows	100 RJR rows
D	500+	\$1.00 per row	40 RJR rows	120 RJR rows

GENERAL REQUIREMENTS:

- Distribution of all RJR brands in all price tiers as required.
- Row definitions for RJR merchandisers and retail shelves:
 - 2-1/2' shelf = 8 rows
 - 3' shelf = 9 rows
 - 4' shelf = 12 rows
 - All retailer shelves compute 3 rows per horizontal linear foot.
- RJR cigarette brands must occupy a minimum of 50% of the top shelf, plus additional rows on the next lower shelf or shelves in a contiguous manner.
- RJR's space must be adequate to support sales as determined by an RJR Representative.
- The height of the top shelf must be a maximum of 72 inches.
- All designated top shelves must be stocked no less than 7 cartons high. Additional designated shelves for RJR cigarette brands must be stocked no less than 5 cartons high.
- RJR approved shelving must be in total view of the customer. Cartons may be merchandised either at point-of-purchase, separated from the consumer by a shield of transparent material, or behind a counter or checkstand. Merchandiser(s) or shelving may not be placed more than 10 feet from point-of-purchase.
- Retailer will not permit non-RJR advertising, promotional, or informational material, including that related to the retailer's own products, to be affixed or appended to the RJR merchandiser(s) or RJR contracted space. RJR shall have exclusive rights to advertising space above the qualifying merchandiser over its contracted space, although retailer may alternatively use said space for non-tobacco advertising.
- Only RJR advertising will be placed on or appended above its contracted space.
- RJR reserves the right to plan-o-gram, adjust, and divide its allocated space as deemed necessary by the RJR Representative.
- Retailer agrees to provide RJR accurate and current velocity information, to include RJR volume per week, and total industry volume per week.
- Retailer will provide RJR equal opportunity with its competitors, to place temporary displays and temporary price/promotion signage as requested by an RJR Representative.
- Retailer agrees to maintain an adequate supply of RJR brands on display at all times.
- Only one plan may be selected by any one retail store.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.
- Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

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R. J. Reynolds Tobacco Company will make payments by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR. However, R. J. Reynolds Tobacco Company may withhold payment from the retailer if the retailer fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to the retailer for any taxable year covered by this agreement. In the case of an individual proprietorship, this sufficient correct information is his individual name and either his social security number or employer identification number for his sole proprietorship. In addition to the retailer's individual name, he may also provide his business name for the sole proprietorship, provided his individual name is listed before the business name. He may not furnish only the business name. With respect to partnerships, estates, trusts and similar entities, this information is the entity's or retailer's employer identification number as it appears on the partnership's Form 8501 (I.R.S. Form number). As soon as the applicable information is provided to and processed by R. J. Reynolds Tobacco Company, it will release any such withheld payments to the retailer. This portion of the provision does not apply if the retailer is a corporation.

This offer is extended pursuant to RJR's general display plan. In the judgment of the Company, it is made available on proportionately equal terms to all competing retailers. Retailers selling cigarettes primarily by the package should contact RJR for alternative package display programs.

The undersigned retailer hereby affirms the understanding that only RJR approved non-self-service carton merchandisers apply pursuant to the terms and conditions of RJR's carton shelf plan and also affirms retailer's agreement that:

PAYMENT CALCULATION: _____ x \$ _____ = \$ _____
Volume Category Total Rows Row Rate Monthly Payment

We/I understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in this contract or to utilize in any way merchandiser(s) furnished by RJR.

If you wish to accept this offer, please sign and date and return the original to your RJR Representative.

Is your organization a corporation, government agency, or tax exempt? ☐ YES ☐ NO
 If no, enter your name as shown on your Social Security Card and either your SSN or TIN number in the applicable space provided below:

Individual Name: _____
 Individual Proprietorship: _____ or Partnership: _____
(Social Security Number) (Employer ID Number)

Store Name (Please Print) TOPS MARKETS INC RJR Account No. _____
 Street Address 60 DINGERS ST RJR Territory No. _____
 City/State BURTON NY Zip Code 14206
 Call Classification _____ Branch (If Chain) _____

LIST PLAN(S) SELECTED

Type	Plan	Number of Qualifying Stores	Total Quarterly Dollar Amount
NSS2	<u>6</u>	<u>2</u>	\$ <u>798.-</u>
NSS2	<u>10</u>	<u>4</u>	\$ _____
NSS2	_____	_____	\$ _____
TOTAL			\$ <u>798.-</u>

11/1/93
 Date Contract Signed
1/1/94
 Contract Effective Date

Retailer's Signature John D...
 Title: Dist. Sales Relations
 R. J. REYNOLDS TOBACCO COMPANY
 By: B. L. Cook

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FUNCTION	CONTRACT TYPE	PLAN	UNITS	EFFECTIVE
Function				
A = ADD				
E = END				
D = DELETE				
C = CHANGE				

**R. J. REYNOLDS TOBACCO COMPANY
NON-SELF-SERVICE CARTON SHELF PLAN
NSS-2**

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R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following Carton Shelf Plan, Effective January 1 1994, for all retail stores displaying cigarette cartons on non-self-service shelving approved by an RJR Representative. This shelf plan is available to all retailers selling 225+ cartons per week (CPW) primarily by the carton. Cigarette volume is determined by the average total weekly sales of all brands of cigarettes during the most recent three month period.

PLAN REQUIREMENTS:

PLAN E

Retailer accepting the RJR Universal Package Merchandiser or other RJR approved display qualify for payment at the rate of \$1.25 per row.

PLAN F

Retailer accepting RJR signage enhancement without the RJR package display referred to in Plan E, qualify for payment at the rate of \$1.50 per row.

PLAN G

Retailer accepting RJR signage enhancement and an RJR approved package display qualify for payment at the rate of \$1.75 per row.

DEFINITIONS:

- RJR signage enhancement is specially designed lighted signage and/or canopy sign with RJR selected brand point-of-sale.
- RJR package display is a general description of RJR package programs which are available to retailers with specific compliance requirements and payments. Payments associated with an approved RJR package program are separate and in addition to payments received under Plan E or G.

GENERAL REQUIREMENTS:

- Distribution of all RJR brands in all price tiers as required.
- RJR brands will occupy a minimum of 40 rows, and a maximum of 120 rows per store for stores selling 500+ CPW*.
- RJR cigarette brands must occupy a minimum of 50% of the top shelf, plus additional rows on the next shelf or shelves in a contiguous manner.
- RJR's space must be adequate to support sales as determined by an RJR Representative.
- The height of the top shelf cannot exceed 72 inches and must have a height capacity of seven cartons, lower shelves must have a height capacity of five cartons.
- RJR approved shelving must be in total view of the customer. Cartons may be merchandised either at point-of-purchase, separated from the consumer by a transparent material, or behind a counter or checkstand. Merchandiser(s) or shelving may not be placed more than 10 feet from the point-of-purchase.
- Retailer will not permit non-RJR advertising, promotional, or informational material, including that relating to the retailer's own products, to be affixed or appended to the merchandiser(s) and/or retailer shelves and/or security equipment. RJR shall have exclusive rights to the advertising space above the merchandiser(s) and retailer shelves, although retailer may alternatively use said space for non-tobacco advertising.
- Only RJR advertising will be placed on or appended above its contracted space.
- RJR reserves the right to plan-o-gram, adjust and divide its allocated space as deemed necessary by the RJR Representative.
- Retailer agrees to maintain an adequate supply of RJR brands on display at all times.
- Retailer agrees to provide RJR accurate and current velocity information, to include RJR volume per week, and total industry volume per week.
- Retailer will provide RJR an equal opportunity with its competitors, to place temporary displays and temporary price/promotion signage as requested by an RJR Representative.
- Only one plan may be selected by any one retail store.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.
- Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

* Stores selling 225-499 CPW, maximum rows is 100 per store.

The Reynolds Tobacco Company will make payments by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under this contract from invoices due R.J. Reynolds Tobacco Company. However, R.J. Reynolds Tobacco Company may withhold payment from the retailer if the retailer fails to provide R.J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to the retailer for any taxable year covered by this agreement. In the case of an individual proprietorship, this sufficient correct information is his individual name and either his social security number or employer identification number for his sole proprietorship. In addition to the retailer's individual name, he may also provide his business name for the sole proprietorship, provided his individual name is listed before the business name. He may not furnish only the business name. With respect to partnerships, estates, trusts and similar entities, this information is the entity's or retailer's employer identification number as it appears on the partnership's Form 8501 (I.R.S. Form number). As soon as the applicable information is provided to and processed by R.J. Reynolds Tobacco Company, it will release any such withheld payments to the retailer. This portion of the provision does not apply if the retailer is a corporation.

The attached contract will remain in effect, unless and until terminated by either party upon 30 days written notice delivered to the other. In the event of failure of performance by the retailer, this contract may be terminated by R.J. Reynolds Tobacco Company forthwith and without notice.

This offer is extended pursuant to R.J. Reynolds Tobacco Company's general display plan, that, in the judgment of the Company, is made available on a proportionately equal terms to all competing retailers.

We/I the undersigned retailer and R.J. Reynolds Tobacco Company, by signing below, thereby agree, for the type plan and stores designated below, to the terms and conditions of the R.J. Reynolds Tobacco Company Universal Package Merchandising Display Plan, dated January 1, 1994.

Is your organization a corporation, government agency, or tax exempt? ☐ YES ☐ NO

If no, enter your name as shown on your Social Security Card and either your SSN or TIN number in the applicable space provided below:

Individual Name: _____
 Individual Proprietorship: _____ or Partnership: _____
 (Social Security Number) (Employer ID Number)

LIST PLAN(S) SELECTED

Type	Plan	Number of Qualifying Stores	Total Quarterly Dollar Amount
UPM	A	50	\$ 15000.-
UPM	—	—	\$ —
UPM	—	—	\$ —
TOTAL			\$ 15000.-

Store Name (Please Print) TOPS MARKETS INC RJR Account No. _____

Street Address 60 DINGERS ST RJR Territory No. _____

City/State BUFFALO NY Zip Code 14206

Call Classification _____ Branch (If Chain) _____

Date Contract Signed 11/19/93 Retailer's Signature John Devine

Contract Effective Date 1/1/94 Title: Area Trade Relations

R. J. REYNOLDS TOBACCO COMPANY

By: B. A. Cook

FUNCTION	CONTRACT TYPE	PLAN	UNITS	EFFECTIVE
Function				
= ADD				
E = END				
D = DELETE				
C = CHANGE				

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R. J. REYNOLDS TOBACCO COMPANY PACKAGE DISPLAY PLAN FOR UNIVERSAL PACKAGE MERCHANDISING

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following display payment plan, effective January 1, 1994, for retailers who have a minimum of three checkstands, satisfy a minimum weekly cigarette volume requirement of 225 cartons, and utilize self-service universal package merchandising (UPM) method in checklane areas.

GENERAL REQUIREMENTS FOR PARTICIPATION:

- RJR Universal Package Merchandiser(s) at active checklane.
- RJR promotional display affixed to top of each UPM.
- RJR advertising on UPM.

Payments will be made on a quarterly basis as follows. All payments shown per month.

Plan	Pack Capacity Per Display	1 Merchandiser @ most active checklane	1 Merchandiser @ active checklane	2 Merchandisers @ active checklane
1	90+	\$80	\$35	\$100
2	120+	\$100	\$50	\$100
	Plan Type	A	B	C

Cigarette volume will be determined by the average total weekly sales of all brands during the most recent three-month period.

Retailer may qualify for (1) merchandiser at the most active checklane, plus (1) or (2) merchandisers at other active checklanes.

SPECIFIC REQUIREMENTS:

• Universal Package Merchandiser

For the purpose of this contract, a UPM is defined as a loose pack merchandiser, with a built-in promotional display which should have the ability to be shopped from several sides. The merchandiser must be adjacent to an actual active checklane(s) of a retail store.

• Promotional Display

The UPM will have a promotional display which is to be used for R.J. Reynolds Tobacco Company brands. Cigarettes on this display must be front facing on all selling sides.

• Advertising

The UPM will contain areas designated for RJR advertising. The RJR Representative will, on a periodic basis, change these promotional messages to coincide with the quarterly work plan.

GENERAL REQUIREMENTS:

- Distribution of all RJR brands in all price tiers as required.
- Retailers will continuously maintain on the fixture and in the display an adequate quantity of designated brands carried by the retailer, as selected by R.J. Reynolds Tobacco Company. Displayed brands must be unobstructed and self-service to the customer.
- Brand selections will correspond to the riser card promotional messages which will be periodically changed at the discretion of R.J. Reynolds Tobacco Company.
- The retailer will not permit posters, shelf strips, decals, or other advertising, promotional, or informational materials, including those relating to the retailer's own products, to be affixed or appended to any part of the display fixture except those of R.J. Reynolds Tobacco Company which are a part of or relate to said display.
- Retailer will permit R.J. Reynolds Tobacco Company's Representative to make reasonable audits of performance and to inspect and rotate stocks of R.J. Reynolds Tobacco Company's products in stores under contract.
- Retailer agrees to provide RJR accurate and current velocity information, to include RJR volume per week, and total industry volume per week.
- Retailer will provide RJR equal opportunity with its competitors, to place temporary displays and temporary price/promotion signage as requested by an RJR Representative.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

51860 2694

R. J. REYNOLDS TOBACCO COMPANY
CARTON MERCHANDISER ELECTRONIC SECURITY SYSTEM
LEASE and LICENSE AGREEMENT

AGREEMENT made and entered into effective the _____ day of _____, 1992, and between R. J. REYNOLDS TOBACCO COMPANY, a New Jersey corporation (hereinafter referred to as "RJR") and TOP MARKETS (hereinafter referred to as "Retailer").

RJR has developed and patented an Electronic Security System ("ESS") that when installed upon many types of Cigarette Carton Merchandisers gives the Retailer an audible warning whenever cartons of cigarettes are withdrawn from Cigarette Carton Merchandiser.

RJR is willing to lease the ESS to Retailers upon the following terms and conditions:

1. Lease and License

- 1.1 RJR will install the ESS on suitable Cigarette Carton Merchandisers. Each installed ESS is marked and identified by a discreet serial number which is recorded in Appendix A of this Agreement. RJR retains title to all installed ESS(s). RJR hereby grants Retailer a non-assignable, non-transferable license to use the installed ESS(s) listed on Schedule I for a lease period of one year from date hereof.
- 1.2 The ESS may be used only on the condition that Retailer agrees to RJR's exclusive use of either: (1) the top two shelves, or (2) one-half the top four shelves in a vertical loading configuration of all carton merchandisers upon which the ESS is installed. Retailer is not required to purchase and display any RJR products in order to lease the ESS and if Retailer elects not to purchase RJR products or sufficient quantities of RJR products to fill the reserved space, Retailer shall lease the reserved RJR space empty and shall not allow non-RJR products to occupy this space.

Dependent upon its share of market, in some trade areas RJR may be willing to accept a smaller reserve space. In such cases, the lesser reserved space requirements will be identified in the Appendix hereto.

2. Fee

- 2.1 Retailer agrees to pay RJR the fee set forth in Section 2.2 for each ESS identified in Appendix A.
- 2.2 Retailer agrees to pay RJR a total fee of \$1,000.00. The fee shall be payable according to options specified in Appendix A. If Retailer participates in an RJR self-service carton contract, the fees herein may, at Retailer's option, be deducted from Retailer's carton contract payments. It is not required that Retailer participate in a carton contract plan in order to participate in this Lease and License Agreement. If Retailer does not participate in a carton contract plan, or if Retailer elects, the fees herein shall be paid directly to RJR.

3. Scope of Lease and License

- 3.1 The Lease and license granted under the Agreement by RJR to Retailer shall extend only to Retailer's use of the ESS(s) as installed by RJR.

4. Repair of Security System(s)

- 4.1 For the first three years of this license, RJR will repair the ESS(s) upon request of the Retailer (excluding batteries). If, within this three year period, in the sole judgment of RJR, repair is not practical, RJR will replace the ESS(s) at no charge. Except as set forth below, RJR will absorb the costs of labor and parts associated with such repair or replacement. After the first three years of this license, any repairs shall be at the expense of the Retailer.
- 4.2 The obligation set forth in Section 5.1 to repair or replace at RJR's cost shall not extend to repairs or replacements resulting from accidents, misuse or unauthorized alterations to ESS(s) or Cigarette Carton Merchandiser(s). The cost for labor and materials associated with such repairs or replacement shall be at Retailer's expense: **ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
- 4.3 For repairs which are to be at Retailer's expense, but are performed by RJR at Retailer's request, Retailer may elect on Appendix A to have the cost of those repairs deducted from any self-service carton contract payments which may be payable to Retailer. If Retailer does not so elect, charges for repairs by RJR at Retailer's request are payable thirty (30) days after repair.

5. Term

5.1 The term of this license granted under Section 1 shall be one (1) year from the effective date of this Agreement and thereafter shall continue from year to year, but subject to the following:

- 1) For each ESS installed, Retailer may at any time upon thirty (30) days written notice to RJR, request that the ESS be removed, thereby terminating the lease and license as to such ESS.
- 2) RJR may terminate the lease and license (a) at any time in the event (i) that Retailer uses the ESS outside the scope of the license set forth in Section 1, (ii) of any unauthorized modification or tampering with ESS by Retailer, (iii) if Retailer violates any provision of this Agreement, or (iv) in the event that RJR terminates this Security System Program in its entirety, upon thirty (30) days written notice to Retailer, or (b) after first year of this Agreement at any time upon thirty (30) days written notice to Retailer.

5.2 Upon termination of the lease and license as to any ESS, RJR may enter upon Retailer's premises at any time during Retailer's normal business operating hours and remove such ESS.

6. Limitation of Liability

6.1 RJR shall in no event be liable for any loss or damage arising from any cause beyond RJR's control. In no event shall RJR be liable for any special, incidental or consequential damages suffered by Retailer including, but not limited to, loss of profits or other economic loss, loss of use, or other similar damage arising out of any unclaimed breach of obligations hereunder or negligence. Retailer hereby agrees to indemnify, defend and hold harmless from and against any and all claims, demands, damages and costs arising out of this agreement and Retailer's use of the ESS and Cigarette Carton Merchandisers which are not occasioned by the sole negligence of RJR.

7. Assignment

The lease and license granted to Retailer hereunder shall be used for the exclusive benefit of Retailer. Retailer shall not assign, transfer or sub-license this agreement, or any rights hereunder, in whole or in part, without RJR's prior written consent.

Retailer hereby represents that the person signing this Agreement on behalf of the Retailer is duly authorized to bind Retailer.

R. J. REYNOLDS TOBACCO COMPANY

By: *B. A. Cook*

Title: Division Manager, Field Sales

(or whichever Manager from the Sales Department will be signing this on behalf of RJRT.)

Retailer: _____

Sales Information System Account Number: _____

By: _____

Title: _____

Date: _____

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Retail Electronic Security System Payment Agreement

APPENDIX A

Account Name Tops Market Account No. _____

Address _____

City _____ State _____ Zip _____

Total payment rate of \$1,000.00 per options listed below:

Payment Fee

- ☐ I elect to have the \$1,000 fee deducted from self-service carton contract payments as follows:
- ☐ Plan A1 - \$1,000.00 deducted from the next self-service carton quarterly payment made after installation date.
 - ☐ Plan B1 - Deduct \$250.00 per month for four months from self-service carton payments beginning with first month following installation date.
 - ☒ Plan C1 - Deduct \$100.00 per month for ten months from self-service carton payments beginning with first month following installation date.
- ☐ I elect to pay the \$1,000.00 fee directly to RJR. The \$1,000.00 fee shall be payable within 30 days after installation.

Repair Charges

- ☐ Plan D1 - In the event that repairs made to the Security System by RJR at request of retailer are not pursuant to RJR's repair obligation in paragraph 4.1, Licensee may elect to have the cost of repairs deducted from carton contract payments per the options listed below.
- ☐ I elect to have repair charges deducted from carton contract payments.
 - ☐ I elect to pay for repair charges directly to RJR within 30 days.

Installation Date _____

Merchandise Size/Number _____

Electronic Security Size _____

Control Unit Serial Number _____

Retailer John Deacon Date 3/3/93

Title Director of Merch. Relations

RJR Manager R. J. McCombs

51860 2697

MESSAGE CONFIRMATION

DATE:09/23/94 TIME:08:26

ID:R. J. REYNOLDS SYR

DATE	TIME	TX-TIME	DISTANT STATION ID	MODE	PAGES	RESULT
09/23	08:19	07'27"	716 635 5304	G3-S	012	OK

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